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SCHNEIDER NATIONAL CARRIERS,
INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

GABRIEL MARTINEZ,
Plaintiff,
vs.

PRIME SOURCE BUILDING
PRODUCTS, INC.; PARK RIVER
HOLDINGS, INC.; SCHNEIDER
NATIONAL CARRIERS, INC.; and
DOES 1 to 100, inclusive,
Defendants.

PRIME SOURCE BUILDING
PRODUCTS INC. and PARK RIVER
HOLDINGS, INC.,,

Third Party Plaintiff,

vs.

SCHNEIDER NATIONAL
CARRIERS, INC. and Roes 1 to 50,
Inclusive,

Third Party Defendant.

CASE NO. 2:23-CV-08125-SPG-SSC

**STIPULATED PROTECTIVE
ORDER**

Honorable Sherilyn Peace Garnett,
Judge of the United States District
Court

Trial Date: April 22, 2025

1 The parties, Plaintiff, GABRIEL MARTINEZ ("Plaintiff") and Third-Party
2 Defendant, SCHNEIDER NATIONAL CARRIERS, INC. ("Third-Party Defendant") by
3 their respective counsel, hereby agree to this Stipulation of Confidentiality and Protective
4 Order (this "Order"). To expedite the flow of discovery material, facilitate the prompt
5 resolution of disputes over confidentiality, protect material entitled to be kept
6 confidential, and ensure that protection is afforded only to material entitled to such
7 treatment, the parties agree as follows:

8
9 **I. Introduction**

10 1.1 Purposes and Limitations. Discovery in this action is likely to involve
11 production of confidential, proprietary, or private information for which special
12 protection from public disclosure and from use for any purpose other than prosecuting
13 this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition
14 the court to enter the following Stipulated Protective Order. The parties acknowledge that
15 this Order does not confer blanket protections on all disclosures or responses to discovery
16 and that the protection it affords from public disclosure and use extends only to the limited
17 information or items that are entitled to confidential treatment under the applicable legal
18 principles.

19 1.2 Good Cause Statement. This action is likely to involve customer and pricing
20 lists and other valuable research, development, commercial, financial, technical and/or
21 proprietary information for which special protection from public disclosure and from use
22 for any purpose other than prosecution of this action is warranted. Such confidential and
23 proprietary materials and information consist of, among other things, confidential
24 business or financial information, information regarding confidential business practices,
25 or other confidential research, development, or commercial information (including
26 information implicating privacy rights of third parties), information otherwise generally
27 unavailable to the public, or which may be privileged or otherwise protected from
28 disclosure under state or federal statutes, court rules, case decisions, or common law.

1 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
2 of disputes over confidentiality of discovery materials, to adequately protect information
3 the parties are entitled to keep confidential, to ensure that the parties are permitted
4 reasonable necessary uses of such material in preparation for and in the conduct of trial,
5 to address their handling at the end of the litigation, and serve the ends of justice, a
6 protective order for such information is justified in this matter. It is the intent of the
7 parties that information will not be designated as confidential for tactical reasons and
8 that nothing be so designated without a good faith belief that it has been maintained in a
9 confidential, non-public manner, and there is good cause why it should not be part of the
10 public record of this case.

11 1.3 Acknowledgement of Procedure for Filing Under Seal. The parties further
12 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
13 does not entitle them to file confidential information under seal; Local Rule 79-5 sets
14 forth the procedures that must be followed and the standards that will be applied when a
15 party seeks permission from the court to file material under seal.

16 There is a strong presumption that the public has a right of access to judicial
17 proceedings and records in civil cases. In connection with non-dispositive motions, good
18 cause must be shown to support a filing under seal. *See Kamakana v. City and Cnty. of*
19 *Honolulu*, [447 F.3d 1172, 1176](#) (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen.*
20 *Motors Corp.*, [307 F.3d 1206, 1210–11](#) (9th Cir. 2002), *Makar-Welbon v. Sony Elecs.,*
21 *Inc.*, [187 F.R.D. 576, 577](#) (E.D. Wis. 1999) (even stipulated protective orders require good
22 cause showing), and a specific showing of good cause or compelling reasons with proper
23 evidentiary support and legal justification, must be made with respect to Protected
24 Material that a party seeks to file under seal. The parties' mere designation of Disclosure
25 or Discovery Material as CONFIDENTIAL does not— without the submission of
26 competent evidence by declaration, establishing that the material sought to be filed under
27 seal qualifies as confidential, privileged, or otherwise protectable—constitute good cause.
28

1 Further, if a party requests sealing related to a dispositive motion or trial, then
2 compelling reasons, not only good cause, for the sealing must be shown, and the relief
3 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*
4 *v. Pac. Creditors Ass’n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
5 information, document, or thing sought to be filed or introduced under seal in connection
6 with a dispositive motion or trial, the party seeking protection must articulate compelling
7 reasons, supported by specific facts and legal justification, for the requested sealing
8 order. Again, competent evidence supporting the application to file documents under
9 seal must be provided by declaration.

10 Any document that is not confidential, privileged, or otherwise protectable in its
11 entirety will not be filed under seal if the confidential portions can be redacted. If
12 documents can be redacted, then a redacted version for public viewing, omitting only
13 the confidential, privileged, or otherwise protectable portions of the document, shall be
14 filed. Any application that seeks to file documents under seal in their entirety should
15 include an explanation of why redaction is not feasible.

16 17 **2. Definitions**

18 2.1 Action: this pending federal lawsuit.

19 2.2 Challenging Party: a Party or Non-Party that challenges the
20 designation of information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information
22 (regardless of how it is generated, stored or maintained) or tangible things that qualify
23 for protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as
24 specified above in the Good Cause Statement.

25 2.4 Counsel: Outside Counsel of Record and House Counsel (as
26 well as their support staff).

27 2.5 Designating Party: a Party or Non-Party that designates information or items that
28 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1 2.6 Disclosure or Discovery Material: all items or information,
2 regardless of the medium or manner in which it is generated, stored, or maintained
3 (including, among other things, testimony, transcripts, and tangible things), that are
4 produced or generated in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in
6 a matter pertinent to the litigation who has been retained by a Party or its counsel to
7 serve as an expert witness or as a consultant in this Action.

8 2.8 Final Disposition: the later of (1) dismissal of all claims and
9 defenses in this Action, with or without prejudice; and (2) final judgment herein after
10 the completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews
11 of this Action, including the time limits for filing any motions or applications for
12 extension of time pursuant to applicable law.

13 2.9 In-House Counsel: attorneys who are employees of a party to
14 this Action. In-House Counsel does not include Outside Counsel of Record or any
15 other outside counsel.

16 2.10 Non-Party: any natural person, partnership, corporation, association, or other
17 legal entity not named as a Party to this action.

18 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this
19 Action but are retained to represent or advise a party to this Action and have appeared
20 in this Action on behalf of that party or are affiliated with a law firm which has
21 appeared on behalf of that party, and includes support staff.

22 2.12 Party: any party to this Action, including all of its officers, directors, employees,
23 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

24 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
25 Material in this Action.

26 2.14 Professional Vendors: persons or entities that provide litigation- support services
27 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
28

1 and organizing, storing, or retrieving data in any form or medium) and their
2 employees and subcontractors.

3 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
4 “CONFIDENTIAL.”

5 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a
6 Producing Party.

8 **III. Scope**

9 The protections conferred by this Stipulation and Order cover not only Protected
10 Material (as defined above), but also (1) any information copied or extracted from
11 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
12 Material; and (3) any testimony, conversations, or presentations by Parties or their
13 Counsel that might reveal Protected Material.

14 Any use of Protected Material at trial shall be governed by the orders of the trial
15 judge. This Stipulated Protective Order does not govern the use of Protected Material
16 at trial.

18 **IV. Trial and Duration**

19 The terms of this Stipulated Protective Order apply through Final Disposition of
20 the Action.

21 Once a case proceeds to trial, information that was designated as
22 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and used
23 or introduced as an exhibit at trial becomes public and will be presumptively available
24 to all members of the public, including the press, unless compelling reasons supported
25 by specific factual findings to proceed otherwise are made to the trial judge in advance
26 of the trial. *See Kamakana*, [447 F.3d at 1180–81](#) (distinguishing “good cause”
27 showing for sealing documents produced in discovery from “compelling reasons”
28 standard when merits-related documents are part of court record). Accordingly, for

1 such materials, the terms of this Stipulated Protective Order do not extend beyond the
2 commencement of the trial.

3 Even after Final Disposition of this litigation, the confidentiality obligations
4 imposed by this Stipulated Protective Order shall remain in effect until a Designating
5 Party agrees otherwise in writing or a court order otherwise directs.

6
7 **V. Designating Protected Material**

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or Non-Party that designates information or items for protection under this
10 Order must take care to limit any such designation to specific material that qualifies
11 under the appropriate standards. The Designating Party must designate for protection
12 only those parts of material, documents, items, or oral or written communications that
13 qualify so that other portions of the material, documents, items, or communications
14 for which protection is not warranted are not swept unjustifiably within the ambit of
15 this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (e.g., to unnecessarily encumber the case development process or to impose
19 unnecessary expenses and burdens on other parties) may expose the Designating Party
20 to sanctions.

21 If it comes to a Designating Party's attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this
25 Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a) below), or
26 as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
27 protection under this Stipulated Protective Order must be clearly so designated before
28 the material is disclosed or produced.

1 Designation in conformity with this Stipulated Protective Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
4 Producing Party affix at a minimum, the legend “CONFIDENTIAL” to each page that
5 contains protected material. If only a portion or portions of the material on a page
6 qualifies for protection, the Producing Party also must clearly identify the protected
7 portion(s) (e.g., by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents available for inspection
9 need not designate them for protection until after the inspecting Party has indicated
10 which documents it would like copied and produced. During the inspection and before
11 the designation, all of the material made available for inspection shall be deemed
12 CONFIDENTIAL. After the inspecting Party has identified the documents it wants
13 copied and produced, the Producing Party must determine which documents, or
14 portions thereof, qualify for protection under this Stipulated Protective Order. Then,
15 before producing the specified documents, the Producing Party must affix the
16 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
17 portion or portions of the material on a page
18 qualifies for protection, the Producing Party also must clearly identify the protected
19 portion(s) (e.g., by making appropriate markings in the margins).

20 (b) for testimony given in depositions that the Designating Party identify the
21 Disclosure or Discovery Material on the record, before the close of the
22 deposition all protected testimony.

23 (c) for information produced in some form other than
24 documentary and for any other tangible items, that the Producing Party affix in a
25 prominent place on the exterior of the container or containers in which the information
26 is stored the “CONFIDENTIAL” legend. If only a portion or portions of the
27 information warrants protection, the Producing Party, to the extent practicable, shall
28 identify the protected portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
2 designate qualified information or items does not, standing alone, waive the
3 Designating Party's right to secure protection under this Order for such material. Upon
4 timely correction of a designation, the Receiving Party must make reasonable efforts
5 to assure that the material is treated in accordance with the provisions of this Stipulated
6 Protective Order.

7 8 **VI. Challenging Confidentiality Designations**

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
10 confidentiality at any time that is consistent with the court's Scheduling Order.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
12 process under Local Rule 37.1 et seq. and with Section 2 of Judge Christensen's Civil
13 Procedures titled "Brief Pre-Discovery Motion Conference."²

14 6.3 The burden of persuasion in any such challenge proceeding shall be on the
15 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
16 to harass or impose unnecessary expenses and burdens on other parties) may expose
17 the Challenging Party to sanctions. Unless the Designating Party has waived or
18 withdrawn the confidentiality designation, all parties shall continue to afford the
19 material in question the level of protection to which it is entitled under the Producing
20 Party's designation until the court rules on the challenge.

21 22 **VII. Access To And Use Of Protected Material**

23 7.1 Basic Principles. A Receiving Party may use Protected
24 Material that is disclosed or produced by another Party or by a Non-Party in connection
25 with this Action only for prosecuting, defending, or attempting to settle this Action.
26 Such Protected Material may be disclosed only to the categories of persons and under
27 the conditions described in this Order. When the Action reaches a Final Disposition, a
28 Receiving Party must comply with the provisions of section 13 below.

1 Protected Material must be stored and maintained by a Receiving Party at a location
2 and in a secure manner that ensures that access is limited to the persons authorized
3 under this Stipulated Protective Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only:

8 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as well
9 as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this Action;

11 (b) to the officers, directors, and employees (including House Counsel) of the
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) to Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) to the court and its personnel;

17 (e) to court reporters and their staff;

18 (f) to professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary for this Action and who
20 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) to the author or recipient of a document containing the information or a
22 custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, to witnesses, and attorneys for witnesses, in the
24 Action to whom disclosure is reasonably necessary, provided: (1) the deposing
25 party requests that the witness sign the “Acknowledgment and Agreement to Be
26 Bound” (Exhibit A); and (2) the witness will not be permitted to keep any
27 confidential information unless they sign the “Acknowledgment and Agreement
28 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or

ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) to any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

VIII. Protected Material Subpoenaed Or Ordered Produced In Other Litigation

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

IX. A Non-Party's Protected Material Sought To Be Produced In This Litigation

9.1 Application. The terms of this Stipulated Protective Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

9.2 Notification. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(a) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(b) make the information requested available for inspection by the Non-Party, if requested.

9.3 Conditions of Production. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

X. Unauthorized Disclosure Of Protected Material

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound”.

XI. Inadvertent Production Of Privileged Or Otherwise Protected Material

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

XII. Miscellaneous

12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Stipulated Protective
3 Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
5 Material must comply with Local Rule 79-5. Protected Material may only be filed
6 under seal pursuant to a court order authorizing the sealing of the specific Protected
7 Material at issue. If a Party's request to file Protected Material under seal is denied by
8 the court, then the Receiving Party may file the information in the public record unless
9 otherwise instructed by the court.

10 11 **XIII. Final Disposition**

12 After the Final Disposition of this Action, as defined in paragraph 4, within 60
13 days of a written request by the Designating Party, each Receiving Party must return
14 all Protected Material to the Producing Party or destroy such material. As used in this
15 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
16 summaries, and any other format reproducing or capturing any of the Protected
17 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
18 must submit a written certification to the Producing Party (and, if not the same person
19 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
20 category, where appropriate) all the Protected Material that was returned or destroyed
21 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
22 compilations, summaries or any other format reproducing or capturing any of the
23 Protected Material. Notwithstanding this provision, Counsel is entitled to retain an
24 archival copy of all pleadings, motion papers, trial, deposition, and hearing
25 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
26 reports, attorney work product, and consultant and expert work product, even if such
27 materials contain Protected Material. Any such archival copies that contain or
28

1 constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4.

3
4 **XIV. Violation**

5 Any violation of this Stipulated Protective Order may be punished by any and
6 all appropriate measures including, without limitation, contempt proceedings and/or
7 monetary sanctions.

8
9 **IT IS SO STIPULATED.**

10 DATED: August 27, 2024

MURCHISON & CUMMING, LLP

11
12 By: /s/Todd G. Lezon

13 Richard C. Moreno

Todd G. Lezon

14 Attorneys for Third-Party Defendant,
15 SCHNEIDER NATIONAL CARRIERS,
16 INC.

17 DATED: August 27, 2024

LAW OFFICES OF GERALD L. MARCUS

18
19 By: T. Vincent Consolo

20 Gerald L. Marcus

21 T. Vincent Consolo

22 Attorneys for Plaintiff, GABRIEL
23 MARTINEZ

24 **FOR GOOD CAUSE SHOWN, IT IS ORDERED.**

25 Dated: September 5, 2024

26
27 
28 Hon. Stephanie S. Christensen
United States Magistrate Judge

Exhibit "A"

EXHIBIT A

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read and understand the Protective Order that was issued by the United States District Court-Central District of California, on _____, 2024, in the case *Gabriel Martinez vs. Prime Source Building Products, Inc., et al.*, Court Case Number 2:23-cv-08125-SPG-SSC, I agree to comply with, and be bound by, all the terms of the Protective Order and I understand and acknowledge that failure to comply could expose me to court-imposed sanctions or contempt. I promise that I will not disclose any information or documents that are subject to the Protective Order except in strict compliance with the provisions of the Protective Order. I further agree to submit to the jurisdiction of the United States District Court-Central District of California, for the purposes of enforcing the terms of the Protective Order, even if such enforcement proceedings occur after termination of this case.

Printed name: _____

Physical address: _____

Mailing address: _____

Phone number: _____

Email Address: _____

Signature: _____

Date: _____